

Calendar No. 1277

77TH CONGRESS }
2d Session }

SENATE

{ REPORT
{ No. 1239

PHOENIX CONSTRUCTION ASSOCIATES, A PARTNERSHIP

APRIL 3 (legislative day, MARCH 30), 1942.—Ordered to be printed

Mr. HUGHES, from the Committee on Claims, submitted the following

REPORT

[To accompany H. R. 4981]

The Committee on Claims, to whom was referred the bill (H. R. 4981) for the relief of the Phoenix Construction Associates, a partnership, having considered the same, report favorably thereon with the recommendation that the bill do pass without amendment.

The facts are fully set forth in House Report No. 1866, Seventy-seventh Congress, second session, which is appended hereto and made a part of this report.

[H. Rept. No. 1866, 77th Cong., 2d sess.]

The Committee on Claims, to whom was referred the bill (H. R. 4981) for the relief of the Phoenix Construction Associates, a partnership, having considered the same, report favorably thereon with amendments and recommend that the bill, as amended, do pass.

The amendments are as follows:

Strike out all the language after the enacting clause and insert in lieu thereof: "That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to the Phoenix Construction Associates, a partnership, the sum of \$5,000 in full settlement of all claims against the United States for property damage to the steam derrick lighter *Bull*, on or about March 2, 1939, while engaged in connection with the Works Progress Administration project of demolishing old pier 64, North River, New York Harbor, New York: *Provided*, That no part of the amount appropriated in this Act in excess of 10 per centum thereof shall be paid or delivered to or received by any agent or attorney on account of services rendered in connection with this claim, and the same shall be unlawful, any contract to the contrary notwithstanding. Any person violating the provisions of this Act shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not exceeding \$1,000."

Amend the title so as to read: "A bill for the relief of the Phoenix Construction Associates, a partnership."

The purpose of the proposed legislation is to pay the sum of \$5,000 to Perry W. Hughes and Edward J. Shannon, copartners, doing business under the firm name and style of Phoenix Construction Associates, as owners of the steam derrick lighter *Bull*, in full settlement of all claims against the United States for damages sustained by the lighter *Bull* on or about March 2, 1939, while the said lighter *Bull* was engaged in connection with the Works Progress Administration project of demolishing old pier 64, North River, New York Harbor, and of erecting a new pier in that locality.

STATEMENT OF FACTS

The facts in this case are that during the period from November 30, 1938, to January 31, 1939, inclusive, the Works Progress Administration rented the steam derrick lighter *Bull*; that during February and March 1939 the city of New York, sponsor of the project, rented the lighter; that on March 2, 1939, the progress of the work required the moving of the lighter from the north side of the pier end to the south side, where a pile driver, owned by Allen Spooner & Sons, was operating; that at approximately 10:30 a. m., Andrew Garsik, labor foreman in charge of the men who operated and moved the lighter, a Works Progress Administration employee, was ordered by his immediate supervisor, Robert Mackenzie, assistant to the general superintendent, to move the lighter offshore; that before Garsik ordered the moving of the lighter, the captain of the Spooner pile driver advised him to be careful because "there was something there we might get hung on"; that Garsik had noticed broken piles there about 4 days prior to March 2, 1939, and he asked Robert Mackenzie if they were still there; that Robert Mackenzie replied, "Go right ahead; I am running this job, you do as I tell you"; that at 10:30, the tide was in and by noon it had ebbed; that the lighter was moved at about 10:30 a. m.; that at about 12:10 p. m., the lighter appeared to list and an inspection revealed that she was hung upon something which later proved to be a submerged broken pile; that the bottom of the lighter was damaged, causing the lighter to become filled with water; and that all efforts to keep the lighter afloat were unavailing, and at about 2:30 p. m., it sank.

The lighter was under charter to the Works Progress Administration, and it was under its control at the time that this moving of the lighter was ordered. Mr. Dryden, Acting Commissioner of the Work Projects Administration, states that there is no doubt but that the damage was caused by the negligence of an employee of the Administration, and has no objection to this legislation, provided it is made for a definite amount of money, the amount to be determined by Congress as representing the damages sustained by the claimant.

The claimant submitted an itemized account for \$7,268.23. The committee has gone into the claim thoroughly, and feels that \$5,000 is sufficient compensation for the lighter, and recommends favorable consideration to the bill, as amended. Appended hereto is the report of the Work Projects Administration together with other pertinent evidence.

FEDERAL WORKS AGENCY,
WORK PROJECTS ADMINISTRATION,
Washington, D. C., November 14, 1941.

Hon. DAN R. McGEHEE,
Chairman, Committee on Claims, House of Representatives.

DEAR MR. McGEHEE: Reference is made to your letter of June 17, 1941, and the Administration's acknowledgement of June 18, 1941, relative to H. R. 4981, a bill conferring jurisdiction upon the District Court of the United States for the Eastern District of New York to hear, determine, and render judgment upon certain claims against the United States of the Phoenix Construction Associates. The Administration's report is as follows:

The bill proposes to confer jurisdiction "upon the District Court of the United States for the Eastern District of New York, sitting as a court of admiralty and acting under the rules governing such court, to hear and determine the claim

of Perry W. Hughes and Edward J. Shannon, copartners, doing business under the firm name and style of Phoenix Construction Associates as owners of the steam derrick lighter *Bull*, against the United States of America in contract and in tort for injuries and damages sustained by the steam derrick lighter *Bull* on or about March 2, 1939, while the said lighter *Bull* was engaged in connection with the Works Progress Administration project of demolishing old pier 64, North River, New York Harbor, and of erecting a new pier in that locality, including claim for loss of use of the said lighter while undergoing repairs; and to enter judgment or decree for the amount of such damages, if any, plus interest and costs as shall be found to be due against the United States of America in favor of said Perry W. Hughes and Edward J. Shannon, copartners, doing business under the firm name and style of Phoenix Construction Associates, upon the same principles and measures of liability as in like cases in admiralty between private parties and with the same rights of appeal. The action being authorized shall be brought within 4 months from the date of the enactment of this act."

The files of this Administration disclose that the derrick lighter *Bull*, which was owned by the Phoenix Construction Associates, was being operated in connection with the work on official project No. 665-97-2-5, which provided for the demolition of an existing obsolete pier and shed, No. 64, on the North River, at the foot of West Twenty-fourth Street, New York City, and for the construction of a modern pier and shed; that, during the period from November 1938 to January 31, 1939, inclusive, the Works Progress Administration rented the lighter; that, during February and March 1939, the city of New York, sponsor of the project, rented the lighter; that, on March 2, 1939, the progress of the work required the moving of the lighter from the north side of the pier end to the south side where a pile driver, owned by Allen Spooner & Sons, was operating; that, at approximately 10:30 a. m., Andrew Garsik, labor foreman in charge of the men who operated and moved the lighter, a Works Progress Administration employee, was ordered by his immediate supervisor, Robert Mackenzie, assistant to the general superintendent, to move the lighter offshore; that, before Garsik ordered the moving of the lighter, the captain of the Spooner pile driver advised him to be careful because "there was something there we might get hung on"; that, Garsik had noticed broken piles there about 4 days prior to March 2, 1939, and he asked Robert Mackenzie if they were still there; that Robert Mackenzie replied "Go right ahead, I am running this job, you do as I tell you"; that, at 10:30 a. m., the tide was in and by noon it had ebbed; that the lighter was moved at about 10:30 a. m.; that, at about 12:10 p. m., the lighter appeared to list and an inspection revealed that she was hung upon something which later proved to be a submerged broken pile; that the bottom of the lighter was damaged, causing the lighter to become filled with water; and that all efforts to keep the lighter afloat were unavailing and, at about 2:30 p. m., it sank.

A suit filed by the owners against the city of New York, in the United States District Court, Eastern District of New York, was dismissed on June 20, 1940. The court ruled that the contract of charter was with the Works Progress Administration and not the city of New York when the damage occurred.

The evidence establishes that the lighter was in the custody of the Works Progress Administration, and that the operation and the removal of the lighter was under the exclusive direction and control of employees of this Administration; that the lighter was moved into an area in which employees of the Works Progress Administration had knowledge of the existence of submerged broken piles; and that their failure to ascertain the exact location of the broken piles was the cause of the accident.

In view of the above, which establishes that the damage was caused by the negligence of employees of the Works Progress Administration, no objection would be interposed if the Congress changed the present bill to provide for the appropriation of money in the Treasury not otherwise appropriated in such amount as may be determined to represent the damages sustained by claimant. The expenses incidental to litigation could thereby be avoided.

Claimants have submitted a bill in the sum of \$7,268.23, for damages sustained as the result of the accident. However, this bill is not supported by any evidence to establish the expense incurred by them. Oscar Erickson, equipment inspector, Works Progress Administration, examined the lighter when it was in drydock and made a detailed report of the damage caused and the repairs necessary to be made. It is respectfully suggested that the claimant be required to submit itemized invoices to establish each item of expense, which would enable a comparison with Mr. Erickson's report. A determination of the fair amount of the damages could thereby be reached.

A similar report is being rendered today to the Honorable Prentiss M. Brown, chairman, Committee on Claims, United States Senate, S. 1741, a bill identical with that of H. R. 4981.

There are enclosed photostatic copies of pertinent papers.

Sincerely yours,

F. H. DRYDEN, *Acting Commissioner.*

Statement of damages sustained by derrick lighter "Bull" as a result of the accident of Mar. 2, 1931

Bill of Union Dry Dock & Repair Co., dated Mar. 13, 1939, receipted Mar. 16, 1939, covering repairs as per survey dated Mar. 6, 1939	\$4, 822. 98
Bill of Harry Heyman, dated Mar. 13, 1939, receipted Mar. 16, 1939, covering repairs to 1 oxygen regulator and 1 acetylene regulator which were on board at the time of the accident and damaged as a result of the submersion	12. 75
Bill of Hudson Towboat Co., dated Mar. 12, 1939, receipted Mar. 17, 1939, covering towage of the derrick lighter <i>Bull</i> from drydock to 24th St., North River	19. 00
Bill of Meseck Towing Lines, Inc., dated Mar. 2, 1939, receipted Mar. 16, 1939, for pumping charges	28. 13
Bill of Carlisle Rubber Co., receipted Mar. 16, 1939, covering loss of air hose, etc.	33. 66
Bill of Waterbury Rubber Sales Co., dated Mar. 13, 1939, receipted Mar. 16, 1939, covering lost lines	128. 02
Bill of Merritt-Chapman & Scott Corporation, dated Mar. 6, 1939, receipted Mar. 16, 1939, covering salvage charges incurred in raising and floating the derrick lighter <i>Bull</i>	1, 750. 00
Bill of William Milne Finkenauer, dated Mar. 6, 1939, receipted Mar. 17, 1939, covering survey of the derrick lighter <i>Bull</i>	50. 00
Bill of Rudolph Coal Co., dated Feb. 22, 1939, receipted Mar. 6, 1939, covering 13 tons of coal laden on the deck of the derrick lighter <i>Bull</i> at the time of the accident	110. 50
Labor charges incurred by Phoenix Construction Associates for cleaning out the derrick lighter <i>Bull</i> prior to survey	97. 19
Claim of Phoenix Construction Associates for detention of the derrick lighter <i>Bull</i> while undergoing repairs at the charter rate of \$36 per day, 6 days	216. 00
Total	7, 268. 23

UNION DRY DOCK AND REPAIR CO.,
Weehawken, N. J., March 6, 1939.

To Whom It May Concern:

We, the undersigned, have this day held survey on the floating derrick *Bull* while she lay hauled out on drydock at the yard of the Union Dry Dock & Repair Co., Weehawken, N. J., and found the following necessary to repair the damage:

Boiler to be opened up, cleaned and closed in good order, and after repairs are completed to be tested.

Steam gage to be removed, reconditioned as necessary, and replaced.

Safety valves to be removed, reconditioned and replaced and properly set.

Smokestack umbrella out of place, to be reset and if found damaged to be repaired as necessary.

Steam line to injector and syphon broken, broken parts to be renewed.

Discharge line from air compressor and check valve on line broken, broken parts of line and the check valve to be renewed.

Steam line to air compressor broken, broken parts to be renewed.

Air tank to be blown out and gage to be removed, reconditioned, and replaced.

Upper section of each exhaust pipe of main engine bent, to be renewed.

Some of the steam and exhaust piping in engineer room has been driven out of alinement due to racking of house—joints of piping to be released as necessary and piping that is found bent or broken to be renewed.

Bilge and ballast pump to be opened up, cleaned, and closed in good order.
Main engine and trimming engine cylinders, valve chests, stuffing-boxes, brasses, bearings, frictions, and brake bands to be opened up, cleaned, and closed in good working order.

Bright work on engines to be refinished.

Link to brake of main drum bent, to be straightened.

Both quadrants for operating levers to be disconnected and after the house is realigned, to be replaced and all gear in connection with quadrants to be faired and readjusted as necessary and put into proper working condition.

House 28' wide x 27' long x 17' high, driven over to port, racked and torn adrift from sill, to be realigned and rebuilt using all present material found in undamaged and serviceable condition and any damaged and broken parts to be renewed.

Fourteen (14) windows generally damaged and broken, to be repaired and partly renewed as necessary.

Two (2) sliding doors at aft end of house damaged to be repaired and partly renewed as necessary and refitted to place.

Rubberoid roofing to be renewed.

Interior parts of house, such as work-bench, lockers, shelves, platforms, stairway, etc., to be properly reconditioned.

Galvanized sheet lining in two (2) water tanks at stern buckled and torn to be renewed. Dimensions of each tank, 4' 8" high x 6' 10" wide x 18' 0" long. New lining of tanks to be proven tight.

The following hatch covers missing, to be renewed: Four 36" x 36" and two 36" x 36" on forward deck, three 36" x 42" and two 36" x 60" on stern deck.

On port side amidships, the following hull planks broken, to be renewed.

Bilge plank, 6" x 10"—38' Yellow pine.

Bilge plank, 6" x 10"—32' Yellow pine.

Bottom plank, 3" x 10"—36' Yellow pine.

On port side forward of amidships.

One (1) bilge plank, 6" x 10"—19' Yellow pine, broken to be renewed, on starboard side forward.

One (1) Bilge plank, 6" x 10"—15' Yellow pine, broken, to be renewed.

One (1) wearing piece, 4" x 10"—6' oak, broken, to be renewed.

Goughed and broomed places principally on bilge planking on both sides of Hull to be dressed fair.

Coal and debris to be removed from house deck and hull.

Hull to be washed out. Necessary bottom planks to be removed for cleaning and afterwards replaced, if broken to be renewed.

Coal to be replaced in bunker.

Bottom, sides, and stern to be recaulked.

Necessary removals for caulking, such as wearing pieces, stern corner stavings and corner irons and ice sheathing to be replaced in good order as before. Any parts broken to be renewed.

All new and repaired work to be properly fastened, caulked and painted as before.

All removals to effect repairs to be replaced in good order as before.

Necessary dry docking to effect the above repairs.

We estimate and agree on the cost of the above repairs, not to exceed the sum of Forty-Eight Hundred and Twenty-Five (\$4,825.00) Dollars.

PERRY W. HUGHES,

A. WILKIE,

G. E. HYLAND,

WM. M. FINKENAM,

R. D. HARPER,

Surveyors.

UNION DRY DOCK AND REPAIR Co.

VESSEL REPAIRS IN WOOD AND IRON

DRY DOCKS AND SHIPYARD, Weehawken, N. J., March 13th, 1939.

TO: DERRICK LIGHTER "BULL," PHOENIX CONSTRUCTION ASSOCIATES,
No. 41 Park Row, New York City.

Bill No.: 39-45.

To repairs as per survey and agreement dated Mar. 6, 1939

	Amount	Total
Hauled out on drydock 120-foot boat.....	¹ \$0.60	\$72.00
5 lay days on drydock 120-foot boat.....	2.50	300.00
2 gallons gasoline.....	.17	.34
630 pounds oakum.....	.22	138.60
17 pounds cotton.....	.23	3.91
244 oak ship wedges.....	.05	12.20
1,300 white pine spike plugs.....	.83	10.79
86 pounds galvanized wire nails.....	.08	6.88
11 candles.....	.05	.55
225 pounds galvanized blunt bolts.....	.10	22.50
7 pitch mops.....	.73	5.11
7 barrels N. C. pitch.....	6.00	42.00
2 hacksaw blades.....	.05	.10
474 pounds galvanized boat spikes.....	.08	37.92
64 pounds galvanized wire spikes.....	.08	1.12
10 pounds linseed oil putty.....	.10	1.00
$\frac{1}{4}$ pound finishing nails.....	.15	.08
65 pounds oak guard spikes.....	.10	5.50
20 lights D. P. glass.....	.85	17.00
$\frac{1}{4}$ pound wire brads.....	.15	.08
4 gallons lap cement.....	.50	2.00
1 white pine bilge plug.....	.15	.15
8 rolls heavy-weight roofing.....	2.50	20.00
10 pounds galvanized roofing nails.....	.15	1.50
3 yards canvas.....	.45	1.35
1 pound galvanized tacks.....	.15	.15
5 pounds galvanized cut nails.....	.09	.45
$\frac{1}{4}$ gallon marine red paint.....	2.00	1.00
1 sheet sandpaper.....	.01	.01
$\frac{1}{4}$ gallon marine hull black paint.....	2.20	1.10
$\frac{1}{4}$ gallon lead color paint.....	1.75	.88
4 lever handles.....	1.25	5.00
924 feet yellow pine.....	.12	110.88
1,244 feet oak.....	.10	124.40
144 feet spruce.....	.09	12.96
80 feet white pine siding.....	.10	8.00
14 feet white pine mould board.....	.08	1.12
2 gauges repaired.....	11.50	23.00
2 water tanks relined.....		221.00
10 feet $\frac{1}{4}$ " galvanized iron pipe.....	.04	.40
1 $\frac{1}{4}$ " galvanized iron coupling.....	.08	.08
4 $\frac{1}{2}$ " x 2" square head machine bolts.....	.03	.12
1 $\frac{1}{4}$ " brass globe valve.....	3.25	3.25
2 $\frac{1}{4}$ " galvanized ground joint unions.....	.40	.80
1 $\frac{1}{4}$ " x $\frac{3}{4}$ " black bushing.....	.15	.15
1 $\frac{1}{4}$ " x 4" black nipple.....	.25	.25
1 $\frac{1}{4}$ " x 4 $\frac{1}{2}$ " black nipple.....	.28	.28
1 $\frac{1}{4}$ " x 20" black nipple.....	.40	.40
1 $\frac{1}{4}$ " x 18" black nipple.....	.38	.38
1 $\frac{1}{4}$ " brass swing check valve.....	3.75	3.75
1 $\frac{1}{4}$ " x 7" black nipple.....	.35	.35
1 $\frac{1}{4}$ " galvanized ground joint union.....	.35	.35
1 $\frac{1}{4}$ " black close nipple.....	.15	.15
2 $\frac{3}{4}$ " x 1 $\frac{1}{2}$ " black nipples.....	.04	.08
1 $\frac{3}{4}$ " brass globe valve.....	1.75	1.75
1 $\frac{3}{4}$ " x 19" galvanized nipple.....	.15	.15
1 $\frac{3}{4}$ " x 17" galvanized nipple.....	.14	.14
Supply fresh water.....		10.00
10 pounds cotton waste.....	.12	1.20
5 gallons kerosene oil.....	.12	.60
2 pounds lamp black.....	.35	.70
2 gallons linseed oil.....	1.25	2.50
5 pounds grease.....	.10	.50
5 square feet galvanized wire mesh.....	.08	.40
2 gallons graphite cable grease.....	1.00	2.00
2 $\frac{3}{8}$ " 45-degree galvanized elbows.....	.05	.10
2 hours, gasoline pump.....	1.00	2.00
142 hours, air tools.....	.90	127.80
3 hours, acetylene burner.....	4.25	12.75
30 hours, electric lights.....	.12	3.60
10 hours, steam box.....	2.00	20.00
13 hours, sawing and planing.....	1.90	24.70
1 hour, crane.....	5.00	5.00
1 hour, forge.....	1.90	1.90
126 hours, pipefitters.....	1.45	182.70
56 hours, pipefitters' helpers.....	1.15	64.40
112 hours, boilermakers.....	1.45	162.40
88 hours, boilermakers' helpers.....	1.15	101.20
24 hours, foremen.....	1.95	46.80
4 hours, painters.....	1.25	5.00

¹ Per foot.¹ Per foot per day.

To repairs as per survey and agreement dated Mar. 6, 1939—Continued

	Amount	Total
1,026 hours, carpenters.....	1.45	1,487.70
56 hours, foremen.....	1.95	109.20
442 hours, caulkers.....	1.45	640.90
32 hours, foremen.....	1.95	62.40
22 hours, dock hands (shifting blocks).....	1.35	29.70
46 hours, machinists.....	1.45	66.70
32 hours, machinists' helpers.....	1.15	36.80
182 hours, laborers.....	1.15	209.30
10 hours, foremen.....	1.95	19.50
1 hour, blacksmith.....	1.75	1.75
(5% compensation on labor).....		161.32
Total.....		4,822.98

Received payment, March 16, 1939.

UNION DRY DOCK & REPAIR CO.
J. B. B.

HARRY HEYMANN

136 Liberty Street
NEW YORK

Date: March 13, 1939
Terms: Cash.

Invoice No.: 31339

Sold to: Phoenix Construction Associates, 41 Park Row, New York City.

Rebuilt 1 oxygen regulator No. 19839..... }
Rebuilt 1 acetylene regulator (No. 22576)..... } \$12.75

Delivered to: Foot of Twenty-fourth Street, North River.

Received payment, March 16, 1939.

HARRY HEYMANN.

HOBOKEN, N. J., March 12, 1939.

PHOENIX CONSTRUCTION ASSOCIATES

To: HUDSON TOW BOAT CO., DR.,
Foot Sixth Street.

DERRICK "BULL"

Mar. 12: Services rendered towing derrick *Bull* from Union Dry Dock &
Repair Yard, Weehawken, N. J., to 24th St., North River, 1 zone..... \$19.00

Paid, March 17, 1939.

HUDSON TOW BOAT CO.,
By H. A. W.

NEW YORK, March 2, 1939.

PHOENIX CONSTRUCTION Co.,
(Attention Mr. Hughes and owners)

To: MESECK TOWING LINES, INC., DR.

OUTER END PIER 60, N. R.

March 2: Pumping out lighter *Bull* at West Twenty-fourth Street, 1½
hours at \$18.75 per hour..... \$28.13

Paid, March 16, 1939.

MESECK TOWING LINES, INC.,
E. C.

CARLYLE RUBBER CO., INC.

64 PARK PLACE, NEW YORK, N. Y.

DATE: March 19, 1939.

Sold to: Phoenix Construction Co., 41 Park Row, New York City.

150 ft. (3-50's) $\frac{3}{4}$ " x 4 ply Air Hose	\$0.18	\$27.00
6 Air King Cplgs. & Clamps att	1.00	6.00
		33.00
Sales tax		.66
Total		33.66

Del. to: 24th St. & North River, "Derrick Bull"

Paid, March 16, 1931.

WATERBURY ROPE SALES CORPORATION

401 Park Avenue

BROOKLYN, N. Y.

MARCH 13, 1939.

Sold to: Phoenix Construction Co., 41 Park Row, New York City, N. Y.

Shipped to: The same—Derrick "Cow" 24th St. and North River, New York City, N. Y.

Via: Truck.

1 $4\frac{1}{2}$ " cir. Waterbury brand pure manila guaranteed water-resistant rotproofed and permanently lubricated—734 pounds	18	\$132.12
Less 5%		6.61

Plus 2% N. Y. C. sales tax		2.51
----------------------------	--	------

Total		128.02
-------	--	--------

Delivery receipt enclosed.

MERRITT-CHAPMAN & SCOTT CORPORATION

17 Battery Place

NEW YORK

Date: March 6, 1939.

FLOATING DERRICK "BULL", OWNERS AND CONCERNED,

Phoenix Construction Co.,

41 Park Row, New York, N. Y.

March 3 and 4: Services of floating and portable salvage equipment with requisite personnel slinging, raising, patching and pumping out floating derrick "BULL" sunk in slip on north side of Pier 64, North River, N. Y., and delivering afloat at Union Dry Dock & Repair Co., Weehawken, N. J. As agreed

	\$1,750
--	---------

Paid: March 16, 1939.

Merritt-Chapman & Scott Corp.

By J. C. Cipriano

WILLIAM MILNE FINKENAUER

MARINE SURVEYOR AND CONSULTING ENGINEER

15 Whitehall Street

NEW YORK

MARCH 6, 1939.

Messrs. PHOENIX CONSTRUCTION ASSOCIATES,
41 Park Row, New York City.

To: WILLIAM M. FINKENAUER, DR.

Services rendered: Representing owners, survey of floating derrick
Bull on dry dock, Union Dry Dock & Repair Co., Weehawken, N. J.,
 March 6, 1939, a/c sinking damage March 2, 1939, and report----- \$50. 00
 Received payment, March 17, 1939.

WM. M. FINKENAUER.

To: M. J. RUDOLPH Co., Inc., DR.

DEALERS IN ANTHRACITE AND BITUMINOUS COALS

Coal pockets, yards, and main office: 8-16 Sackett Street

BROOKLYN, February 22, 1939.

PHOENIX CONSTRUCTION ASSOCIATES,
41 Park Row, New York.

Date	Tons	Price	Amount
Feb. 22 Coal-----	12	\$8.50	\$102.00
Do-----	13	-----	110.50
2-percent sales tax-----			212.50
			4.25
Total-----			216.75

Received payment March 6, 1939.

M. J. RUDOLPH Co.

○

PHOENIX CONSTRUCTION ASSOCIATES, A PARTNERSHIP

HENRY J. KIRKMAN
MANAGER, SCOTT'S BLDG. AND REPAIR CO.

15 WEST 4TH ST.

NEW YORK

March 6, 1938

Phoenix Construction Associates, Inc.
11 West 4th St. New York City

For Henry J. Kirkman, Jr.

Services rendered: For rendering contract survey and building contract
Bldg on site, located at 11 West 4th St. New York City, N.Y.
March 6, 1938, and building contract March 2, 1938, and report
received payment March 17, 1938.
H. J. Kirkman, Jr.

H. J. Kirkman, Jr., President, Phoenix Construction Associates, Inc.

RECEIVED BY KIRKMAN AND KIRKMAN CO.

and possible, and main office - 11 West 4th St.

PHOENIX CONSTRUCTION ASSOCIATES, A PARTNERSHIP
11 West 4th St. New York City

Date		Amount	
Total (1938)		100.00	100.00
Total (1937)		100.00	100.00
Total (1936)		100.00	100.00
Total (1935)		100.00	100.00
Total (1934)		100.00	100.00
Total (1933)		100.00	100.00
Total (1932)		100.00	100.00
Total (1931)		100.00	100.00
Total (1930)		100.00	100.00
Total (1929)		100.00	100.00
Total (1928)		100.00	100.00
Total (1927)		100.00	100.00
Total (1926)		100.00	100.00
Total (1925)		100.00	100.00
Total (1924)		100.00	100.00
Total (1923)		100.00	100.00
Total (1922)		100.00	100.00
Total (1921)		100.00	100.00
Total (1920)		100.00	100.00
Total (1919)		100.00	100.00
Total (1918)		100.00	100.00
Total (1917)		100.00	100.00
Total (1916)		100.00	100.00
Total (1915)		100.00	100.00
Total (1914)		100.00	100.00
Total (1913)		100.00	100.00
Total (1912)		100.00	100.00
Total (1911)		100.00	100.00
Total (1910)		100.00	100.00
Total (1909)		100.00	100.00
Total (1908)		100.00	100.00
Total (1907)		100.00	100.00
Total (1906)		100.00	100.00
Total (1905)		100.00	100.00
Total (1904)		100.00	100.00
Total (1903)		100.00	100.00
Total (1902)		100.00	100.00
Total (1901)		100.00	100.00
Total (1900)		100.00	100.00
Total (1899)		100.00	100.00
Total (1898)		100.00	100.00
Total (1897)		100.00	100.00
Total (1896)		100.00	100.00
Total (1895)		100.00	100.00
Total (1894)		100.00	100.00
Total (1893)		100.00	100.00
Total (1892)		100.00	100.00
Total (1891)		100.00	100.00
Total (1890)		100.00	100.00
Total (1889)		100.00	100.00
Total (1888)		100.00	100.00
Total (1887)		100.00	100.00
Total (1886)		100.00	100.00
Total (1885)		100.00	100.00
Total (1884)		100.00	100.00
Total (1883)		100.00	100.00
Total (1882)		100.00	100.00
Total (1881)		100.00	100.00
Total (1880)		100.00	100.00
Total (1879)		100.00	100.00
Total (1878)		100.00	100.00
Total (1877)		100.00	100.00
Total (1876)		100.00	100.00
Total (1875)		100.00	100.00
Total (1874)		100.00	100.00
Total (1873)		100.00	100.00
Total (1872)		100.00	100.00
Total (1871)		100.00	100.00
Total (1870)		100.00	100.00
Total (1869)		100.00	100.00
Total (1868)		100.00	100.00
Total (1867)		100.00	100.00
Total (1866)		100.00	100.00
Total (1865)		100.00	100.00
Total (1864)		100.00	100.00
Total (1863)		100.00	100.00
Total (1862)		100.00	100.00
Total (1861)		100.00	100.00
Total (1860)		100.00	100.00
Total (1859)		100.00	100.00
Total (1858)		100.00	100.00
Total (1857)		100.00	100.00
Total (1856)		100.00	100.00
Total (1855)		100.00	100.00
Total (1854)		100.00	100.00
Total (1853)		100.00	100.00
Total (1852)		100.00	100.00
Total (1851)		100.00	100.00
Total (1850)		100.00	100.00
Total (1849)		100.00	100.00
Total (1848)		100.00	100.00
Total (1847)		100.00	100.00
Total (1846)		100.00	100.00
Total (1845)		100.00	100.00
Total (1844)		100.00	100.00
Total (1843)		100.00	100.00
Total (1842)		100.00	100.00
Total (1841)		100.00	100.00
Total (1840)		100.00	100.00
Total (1839)		100.00	100.00
Total (1838)		100.00	100.00
Total (1837)		100.00	100.00
Total (1836)		100.00	100.00
Total (1835)		100.00	100.00
Total (1834)		100.00	100.00
Total (1833)		100.00	100.00
Total (1832)		100.00	100.00
Total (1831)		100.00	100.00
Total (1830)		100.00	100.00
Total (1829)		100.00	100.00
Total (1828)		100.00	100.00
Total (1827)		100.00	100.00
Total (1826)		100.00	100.00
Total (1825)		100.00	100.00
Total (1824)		100.00	100.00
Total (1823)		100.00	100.00
Total (1822)		100.00	100.00
Total (1821)		100.00	100.00
Total (1820)		100.00	100.00
Total (1819)		100.00	100.00
Total (1818)		100.00	100.00
Total (1817)		100.00	100.00
Total (1816)		100.00	100.00
Total (1815)		100.00	100.00
Total (1814)		100.00	100.00
Total (1813)		100.00	100.00
Total (1812)		100.00	100.00
Total (1811)		100.00	100.00
Total (1810)		100.00	100.00
Total (1809)		100.00	100.00
Total (1808)		100.00	100.00
Total (1807)		100.00	100.00
Total (1806)		100.00	100.00
Total (1805)		100.00	100.00
Total (1804)		100.00	100.00
Total (1803)		100.00	100.00
Total (1802)		100.00	100.00
Total (1801)		100.00	100.00
Total (1800)		100.00	100.00
Total (1799)		100.00	100.00
Total (1798)		100.00	100.00
Total (1797)		100.00	100.00
Total (1796)		100.00	100.00
Total (1795)		100.00	100.00
Total (1794)		100.00	100.00
Total (1793)		100.00	100.00
Total (1792)		100.00	100.00
Total (1791)		100.00	100.00
Total (1790)		100.00	100.00
Total (1789)		100.00	100.00
Total (1788)		100.00	100.00
Total (1787)		100.00	100.00
Total (1786)		100.00	100.00
Total (1785)		100.00	100.00
Total (1784)		100.00	100.00
Total (1783)		100.00	100.00
Total (1782)		100.00	100.00
Total (1781)		100.00	100.00
Total (1780)		100.00	100.00
Total (1779)		100.00	100.00
Total (1778)		100.00	100.00
Total (1777)		100.00	100.00
Total (1776)		100.00	100.00
Total (1775)		100.00	100.00
Total (1774)		100.00	100.00
Total (1773)		100.00	100.00
Total (1772)		100.00	100.00
Total (1771)		100.00	100.00
Total (1770)		100.00	100.00
Total (1769)		100.00	100.00
Total (1768)		100.00	100.00
Total (1767)		100.00	100.00
Total (1766)		100.00	100.00
Total (1765)		100.00	100.00
Total (1764)		100.00	100.00
Total (1763)		100.00	100.00
Total (1762)		100.00	100.00
Total (1761)		100.00	100.00
Total (1760)		100.00	100.00
Total (1759)		100.00	100.00
Total (1758)		100.00	100.00
Total (1757)		100.00	100.00
Total (1756)		100.00	100.00
Total (1755)		100.00	100.00
Total (1754)		100.00	100.00
Total (1753)		100.00	100.00
Total (1752)		100.00	100.00
Total (1751)		100.00	100.00
Total (1750)		100.00	100.00
Total (1749)		100.00	100.00
Total (1748)		100.00	100.00
Total (1747)		100.00	100.00
Total (1746)		100.00	100.00
Total (1745)		100.00	100.00
Total (1744)		100.00	100.00
Total (1743)		100.00	100.00
Total (1742)		100.00	100.00
Total (1741)		100.00	100.00
Total (1740)		100.00	100.00
Total (1739)		100.00	100.00
Total (1738)		100.00	100.00
Total (1737)		100.00	100.00
Total (1736)		100.00	100.00
Total (1735)		100.00	100.00
Total (1734)		100.00	100.00
Total (1733)		100.00	100.00
Total (1732)		100.00	100.00
Total (1731)		100.00	100.00
Total (1730)		100.00	100.00
Total (1729)		100.00	100.00
Total (1728)		100.00	100.00
Total (1727)		100.00	100.00